

Exhibit A

LICENSE AGREEMENT

THIS AGREEMENT (the "License Agreement"), effective as of June 10, 2004 (the "Effective Date"), is made by and among Cardiac Science, Inc., a Delaware corporation (the "Licensor") and Medtronic Emergency Response Systems, Inc., a Washington corporation (the "Licensee").

WITNESSETH:

WHEREAS, the parties have entered into that certain Asset Purchase Agreement effective as of even date herewith pursuant to which Licensor has granted Licensee the license and covenant not to sue set forth below in exchange for consideration set forth in such Asset Purchase Agreement, and the parties wish to memorialize their agreement concerning the grant of license and covenant not to sue;

NOW, THEREFORE, in consideration of the terms, covenants and conditions stated herein, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

Capitalized terms used in this License Agreement shall have the meanings set forth below.

A. "MPC Trainer" shall mean the LP500 AED Trainer and the LP CR Plus Trainer" (also known as the "Columbus" Trainer and the "LP600T" Trainer").

B. "Trainer Patents" shall mean U.S. provisional application no. 60/117,727 filed on January 29, 1999, U.S. regular patent application no. 09/494,590, filed on January 31, 2000, entitled "Programmable AED-CPR Training device", U.S. continuation application no. 10/722,864 filed on November 26, 2003; all continuations, divisions, continuations in part, reissues, reexaminations thereof; all foreign counterparts thereof (including all foreign patents and patent applications claiming priority there from); and all patents issuing from such patent applications and counterparts.

SECTION 2. LICENSE GRANT AND COVENANT NOT TO SUE

A. Licensor hereby grants to Licensee an exclusive, worldwide, irrevocable, transferable, perpetual, royalty-free, paid-up license, with the right to sublicense, under the Trainer Patents to make, have made, import, use, sell, offer for sale, lease, transfer and otherwise dispose of, MPC Trainers and all other training units for AED and CPR products marketed by Licensee now or in the future.

B. Licensor hereby covenants not to sue Licensee for infringement of any other issued patent or patent issuing from a pending patent application owned or controlled by Licensor as of the Effective Date based on Seller making, having made, importing, using, selling, offering for sale, leasing, transferring or otherwise disposing of, MPC Trainers.

SECTION 3. CONSIDERATION

Consideration for the license granted herein is as stated in the Asset Purchase Agreement. Lessor acknowledges receipt and sufficiency of this consideration.

SECTION 4. ASSIGNMENT

This License Agreement, and the rights, licenses and obligations hereunder, is assignable by Licensee without the consent of Lessor, in connection with the sale or transfer of Licensee's product line or business to which the Trainer Patents relate.

SECTION 5 MISCELLANEOUS

(k) **Governing Law.** The validity of this License Agreement and of any of its terms or provisions, as well as the rights and duties of the parties under this License Agreement, shall be construed pursuant to and in accordance with the laws of the State of California, without regard to conflict of laws principles. All actions brought, arising out of, or related to this Agreement shall be settled in appropriate federal or state courts located in Orange County, California.

(l) **Entire Agreement.** This License Agreement contains the entire agreement among the parties hereto with respect to the transaction contemplated hereby, and no modification hereof shall be effective unless in writing and signed by the party against which it is sought to be enforced.

(m) **Successors and Assigns.** This License Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Lessor and the Licensee.

(n) **Counterparts.** This License Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this License Agreement has been duly executed by the parties hereto as of the Effective Date.

"Lessor"

Cardiac Science, Inc.

"Licensee"

Medtronic Emergency Response Systems, Inc.

By: Howard L. Evers By: Gerald G. Thy
Name: HOWARD L. EVER Name: GERALD G. THY
Title: President Title: VICE PRESIDENT OF FINANCE